

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	01/20/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arsenal Digital Solutions Worldwide, Inc.		01/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	78356137	VIABACK	
Serial Number:	78356145	VIASTOR	
Serial Number:	78356147	VIAREMOTE	
Serial Number:	78356132	ARSENAL DIGITAL SOLUTIONS	
Serial Number:	78356135	S3	
Serial Number:	78506591	ARSENAL DIGITAL SOLUTIONS	
Serial Number:	78506585	VIADISCOVER	
Serial Number:	78356148	VIAMANAGE	
Serial Number:	76074037	ARSENAL DIGITAL SOLUTIONS WORLDWIDE	
Registration Number:	2452576	USENDIT.COM	
Registration Number:	2370588	VERTICAL MARKIT	

OP \$290.00 78356137

CORRESPONDENCE DATA

Fax Number: (312)863-7812

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7190

Email: nathaniel.panek@goldbergkohn.com

Correspondent Name: Nathaniel Panek

Address Line 1: 55 East Monroe St.

Address Line 2: Ste. 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	01/26/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

20th This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this day of January, 2005, between the Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Arsenal Digital Solutions Worldwide, Inc., a Delaware corporation and Arsenal Digital Solutions USA, Inc., a North Carolina corporation (each, a "Borrower" and together, the "Borrowers"), as borrowers, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the

benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARSENAL DIGITAL SOLUTIONS
WORLDWIDE, INC., a Delaware corporation

By: _____

Name: Steven Horan

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARSENAL DIGITAL SOLUTIONS
WORLDWIDE, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: Rene D. Lefebvre

Name: Rene D. Lefebvre

Title: VP

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

<u>Grantor</u>	<u>Description</u>	<u>Application No.</u>	<u>Filing/Registration Date</u>
Arsenal Digital Solutions Worldwide, Inc.	ViaBack	78/356,137	1/23/04
Arsenal Digital Solutions Worldwide, Inc.	ViaStor	78/356,145	1/23/04
Arsenal Digital Solutions Worldwide, Inc.	ViaRemote	78/356,147	1/23/04
Arsenal Digital Solutions Worldwide, Inc.	ARSENAL DIGITAL SOLUTIONS & Design	78/356,132	1/23/04
Arsenal Digital Solutions Worldwide, Inc.	s3	78/356,135	1/23/04
Arsenal Digital Solutions Worldwide, Inc.	Arsenal Digital Solutions, & Design	78/506,591	10/27/04
Arsenal Digital Solutions Worldwide, Inc.	Via Discover	78/506,585	10/27/04
Arsenal Digital Solutions Worldwide, Inc.	ViaManage	78/356,148	1/23/04
Arsenal Digital Solutions Worldwide, Inc.	Arsenal Digital Solutions Worldwide	76/074,037	N/6/19/00

Arsenal Digital Solutions Worldwide, Inc.	Usendit.com	75/793,724 Reg. # 2,452,576	5/22/01
Arsenal Digital Solutions Worldwide, Inc.	Vertical Markit	75/674,495 Reg. # 2,370,588	7/25/00

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.